

8/5/03

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2003-29

WHEREAS, Mr. Buddy G. Herring, Oconee County Superintendent of Education, retired June 30, 2003 after thirty-nine years of service with the Oconee County School District; and

WHEREAS, the Oconee County Council and Oconee County Supervisor wish to take this opportunity to express their appreciation to Mr. Herring for his dedication, care and professional manner in which he performed his duties, not only as Superintendent of Education, but also as Principal and Professional Employee of the Oconee County School District; and

WHEREAS, Mr. Herring, began his career with the Oconee County School District in 1962 as Principal of Oakway High School where he served for six years until he became self employed in 1968; and

WHEREAS, Mr. Herring, an educator at heart, was re-employed with the Oconee County School District in 1970 as Principal of Keowee Elementary School, in 1973 Mr. Herring became Director of Special Services and in 1987 Mr. Herring became Director of Secondary Education and served in that capacity until 1994; and

WHEREAS, when in 1975 when Oconee County Government became the Supervisor-Council form of government, Mr. Herring served as a member of the original Oconee County Council; and

WHEREAS, in 1994 Mr. Herring successfully campaigned for the Office of Oconee County Superintendent of Education where he served until his retirement;

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled, that the Official Records and Minutes of the Oconee County Council contain the following:

"OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS AND SACRIFICES MADE BY MR. BUDDY G. HERRING AS SCHOOL PRINCIPAL, PROFESSIONAL EMPLOYEE AND SUPERINTENDENT OF EDUCATION. MR. HERRING'S EDUCATIONAL VISION, DEDICATION, CARE, PROFESSIONALISM AND ALTRUISTIC SERVICE WILL BE LONG REMEMBERED BY THE TEACHERS AND STAFF OF THE OCONEE COUNTY SCHOOL DISTRICT AND CITIZENS OF THE COUNTY. WE CONGRATULATE MR. HERRING ON HIS RETIREMENT AND WISH HIM THE BEST IN ALL HIS FUTURE ENDEAVORS."

APPROVED & ADOPTED on first and final reading this 5<sup>th</sup> day of August 2003.

Attest:

Opal O. Green  
Opal O. Green, Clerk to Council

Harry R. Hamilton  
Harry R. Hamilton  
Interim Supervisor-Chair  
Oconee County Council

ORDINANCE No. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND VALNITE MANUFACTURING INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to provide for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Valenite Manufacturing Inc., a company duly incorporated and existing under the laws of the State of Michigan (referred to hereinafter as the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee in Lieu of Tax Agreement in the form of a fee agreement (the "Fee Agreement") (Valenite Manufacturing Inc. Project) pursuant to the Act for the purpose of authorizing and of acquiring, by purchase, lease and construction, certain land, a building or buildings, machinery, apparatus, and equipment, for the purpose of a manufacturing facility which will manufacture carbon tip cutting devices (the "Project"), all as more fully set forth in the Fee Agreement, attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subservise the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement and the Fee Agreement with the Company and to that end has, by its Resolution adopted on June 30, 2003, authorized the execution of an Inducement Agreement and Millage Rate Agreement containing a fee in lieu of tax agreement; and

WHEREAS, it appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate a facility in the State and the acquisition by the Company of land, a building or buildings, and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of manufacturing carbon tip cutting devices, this Ordinance is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance, and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The forms, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Interim Supervisor/Chairman of the County Council and the Clerk of the County Council be and are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Interim Supervisor/Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 19th day of August 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Henry R. Hamilton, Interim Supervisor/Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Ooal O. Green, Clerk to County Council  
Oconee County, South Carolina

First Reading:	July 15, 2003
Second Reading:	August 5, 2003
Public Hearing:	August 19, 2003
Third Reading:	August 19, 2003



**ESTABLISHMENT OF THE KEOWEE FIRE TAX DISTRICT, AND  
ESTABLISHMENT OF THE KEOWEE FIRE COMMISSION, AND  
RENAMING OF THE KEOWEE KEY FIRE DEPARTMENT**

**ARTICLE I: FINDINGS OF FACT**

Pursuant to S.C. Code Section 4-9-30, over fifteen percent (15%) of the electors within Oconee Fire District #17, which is served by the Keowee Key Fire Department (herein renamed the *Keowee Fire Department* and hereinafter referred to as the "Fire Department", have signed a petition to Oconee County Council to hold a special referendum election to approve the establishment of a special tax district designated in the petition as The Keowee Special Tax District For Fire Protection (herein renamed the *Keowee Fire Tax District* and hereinafter referred to as the "Tax District"), and to establish an elected Commission (herein named the *Keowee Fire Commission* and hereinafter referred to as the "Commission") to represent the citizens in the Tax District, and to operate the Tax District.

The petition defines the Tax District outer boundaries to be the same as the boundaries of Oconee Fire District #17, and excludes the Duke Power Nuclear Site from the Tax District area but not from the Oconee Fire District #17 area. The petition also specifies that the Commission will have the authority to a) set an annual budget for the Fire Department to be funded in part by a special property tax at a rate not to exceed 14.5 mills, b) negotiate a separate annual fire protection fee arrangement with Duke Power, and c) appoint a fire chief to manage the Fire Department.

On August 12, 2003, a Special Referendum Election was held in which the electors within the proposed Tax District area voted to establish the Tax District, the Commission, and elected its initial five Commissioners.

**ARTICLE II: ESTABLISHMENT OF THE KEOWEE FIRE TAX DISTRICT**

**Section 2.01, Establishment And Purpose.** The special tax district for fire protection is hereby established and is named the *Keowee Fire Tax District* (hereinafter referred to as the Tax District). Its purpose is to ensure all property owners within its boundaries share in the costs of maintaining a paid, professional fire fighting staff, and the costs of necessary equipment and facilities to meet the fire protection objectives established jointly by the Commission and the Fire Department on behalf of property owners. The special tax levied within the Tax District shall not replace or reduce the amount of equipment, maintenance or funds that are supplied by the county to all county fire districts from its general budget for fire protection.

**Section 2.02, Boundaries Of The Tax District.** The boundaries of the Tax District area are:

Starting at the intersection of Highways 130 and 183 near the Wachovia Bank, traveling North on Highway 130 to the first bridge, at the Cove subdivision, bordering on the East and West by Lake Keowee.

property tax subject to a "not to exceed" tax rate of 14.5 mills or an amended "not to exceed" tax rate as provided in Article VI herein, and to borrow for temporary cash needs or capital expenses which are budgeted for funding over more than a single calendar year.

**Section 4.02, Legal Authority.** The Commission shall have the authority to enter into contracts and agreements, purchase or lease land, facilities and equipment, obtain outside services, establish bank accounts, and otherwise legally commit the Tax District as needed to provide its adopted and budgeted level of fire fighting capability and fire prevention programs, and the responsibility to meet the resulting obligations it has incurred on behalf of the Tax District. The Commission shall also have the authority and responsibility to develop or adopt rules and regulations deemed necessary to ensure fire and life safety in Fire Department operations.

**Section 4.03, Operating Authority.** The Commission shall have authority to appoint or replace a Fire Chief, to establish the Fire Chief's compensation, to set overall management, operating, and financial objectives for the Fire Department and to adopt bylaws for the Commission and its administration of the Tax District. The Fire Chief shall be responsible for meeting the management, operating and financial objectives, and shall have day-to-day operating authority over the Fire Department and its paid and volunteer staff.

**Section 4.04, Reporting Responsibilities.** Each year, the Commission shall prepare an annual report on operating and financial results, shall provide copies to citizens on request, and shall hold a public hearing to present the report and hear citizen comments within three months of the calendar year-end. The Commission shall also be responsible for the biannual filing to the SC Secretary of State and County Auditor as required by SC Act 488 of 1984.

**Section 4.05, Meeting Obligations.** As a government entity with taxation authority, the Commission is subject to South Carolina statutes regarding notification and conduct of meetings.

## **ARTICLE V: COUNTY BUDGET REQUIREMENTS**

**Section 5.01, Budget Submission Requirements.** The Commission shall meet the following requirements for submitting its annual budget request for special property tax funding of the Fire Department.

- a) The submitted budget shall identify the total amount of Fire Department expenses for the next full calendar year, and shall show a breakdown of the total by general categories of expense. The budget shall also show a breakdown of expected sources of fee revenue and the net amount to be billed and collected by the county as a special property tax levy.
- b) The budget shall include a written certification by the Commission that at least one public hearing on the budget has been held for citizens prior to finalizing it for submission to the county, and the results of a roll-call Commission vote adopting the submitted budget.



e) The budget shall be submitted to the Chief Administrative Officer of Oconee County within a county budget submission schedule, but shall be extended by mutual agreement in the event notification of the submission schedule provides insufficient lead-time for the Commission to comply.

**Section 5.02, Failure To Comply With County Submission Requirements.** In the event the Commission fails to meet the requirements in Section 5.01, the Chief Administrative Officer of the county shall provide written notification to the Commission and County Council of the failure. Upon such notification, County Council shall act to fund the Tax District at the previous year's actual millage rate.

**Section 5.03, Failure Of Submitted Budget To Fall Within "Not To Exceed" Tax Rate.** If the submitted budget amount fails to result in a tax rate within the initial 14.5 mills "not to exceed" tax rate, or a subsequently adopted revision of the "not to exceed" tax rate, the Chief Administrative Officer shall notify the Commission and County Council, and County Council shall act to fund the Tax District at no more than the "not to exceed" tax rate then in effect.

#### **ARTICLE VI: REVISION OF THE "NOT TO EXCEED" TAX RATE**

The Commission shall have the authority to initiate adoption of an increase in the "not to exceed" tax rate, subject to taxpayer notification and public hearing requirements herein.

**Section 6.01 (option 1), Taxpayer Notification And Public Hearing.** The Commission shall notify, by mail, each property owner billed for the special fire tax in the most recent county tax billing, of its intention to raise the "not to exceed" tax rate, and shall enclose an official Commission statement, which shall include the following information:

**Section 6.01 (option 2), Taxpayer Notification And Public Hearing.** The Commission shall notify citizens, via Commission chosen public advertising vehicles, of its intention to raise the "not to exceed" tax rate, and how citizens can obtain copies of an official Commission statement, which shall include the following information:

- a) The current and the intended "not to exceed" tax rates, and the tax amounts that would be levied at both "not to exceed" tax rates for representative examples defined by the Commission of residential and personal property.
- b) An explanation of why the current "not to exceed" tax rate is insufficient, and a projection of years the intended "not to exceed" tax rate is likely to last.
- c) The scheduled date, time and place of a formal public hearing to be conducted by the Commission on revision of the "not to exceed" tax rate, and an explanation of how taxpayers can ensure their comments will be heard at the public hearing.

**Section 6.02, Commission Final Decision And Submission To County Council.** The Commission shall make its final decision on the intended change in the "not to exceed" tax rate by a roll-call vote of its Commissioners before adjourning the formal public hearing. If the

Commission decides to proceed, its final decision on the tax rate and supporting details shall be submitted in writing as a request to County Council for its action to adopt the specified new "not to exceed" tax rate as an amendment to this ordinance.

**Section 6.03, County Council Action.** County Council shall determine whether the Commission request is in compliance with the requirements stated in Sections 6.01 and 6.02 above, and upon such determination shall initiate the requested amendment to this ordinance. The requested "not to exceed" tax rate will take effect upon County Council adoption of the requested amendment.

#### **ARTICLE VII: SEVERABILITY PROVISION**

**Section 7.01 Invalid Items.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

APPROVED on FIRST READING this 7<sup>th</sup> day of July, 2003, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, COUNCIL CLERK

APPROVED on SECOND READING this 5<sup>th</sup> day of August, 2003, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on THIRD READING this 19<sup>th</sup> day of August, 2003, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
Harry R. Hamilton  
Supervisor-Chairman, Oconee County Council

Attest

\_\_\_\_\_  
OPAL O. GREEN, CLERK

OCONEE COUNTY PROCUREMENT OFFICE  
415 S. PINE STREET, ROOM 10  
WALHALLA, SC 29691

Marianne Dillard, Procurement Director  
Ann Albertson, Senior Buyer  
Donna McAlister, Buyer

Telephone 864-638-4141  
Fax 864-638-4142

MEMORANDUM

TO: Opal, Hoyt

FROM: Ann

DATE: July 24, 2003

RE: Milling of in-place asphalt Jumping Branch Road

Marianne asked me to give both of you a copy of this quote for Hoyt's meeting with the Road Committee on the 5<sup>th</sup>.

Do you need anything else from Procurement?

**KING ASPHALT INC.**

P.O. BOX 179  
Liberty, SC 29657  
Phone (864) 855 - 0338  
Fax (864) 843 - 2147

<b>To:</b> Ann Albertson	<b>From:</b> Phillip Crocker
<b>Fax:</b> 838-4142	<b>Pages:</b> 2
<b>Phone:</b> 838-4141	<b>Date:</b> July 23, 2003
<b>Re:</b> Quote for Jumping Branch Rd.	<b>CC:</b>

Please find attached quotation. If you have any questions, please give me a call at our Liberty office or you can reach me on my mobile (864) 270 - 6216.



# King Asphalt Inc.

P.O. Box 179 • Liberty, South Carolina 29657

Phone (864) 855-0338 • Fax (864) 843-2147

www.kingasphaltinc.com

PROPOSAL SUBMITTED TO: <u>Doonee County</u>	PHONE:	DATE: <u>July 25, 2008</u>
STREET:	JOB NAME: <u>Jumping Branch Road</u>	
CITY, STATE, AND ZIP CODE:	JOB LOCATION: <u>Doonee County</u>	

We hereby submit specifications and estimates for:

Daily Rate for labor and equipment as listed below for \$ 3,000.00 per day (10 hour Max)

Cold in-Place Recycle Jumping Branch Road. Equipment will include a Milling Machine, Motorgrader, Unloader, Steel Wheel, Pneumatic Roller and crew. Work will include in-place milling asphalt pavement and stone base for approximately (7,400) linear feet by 18 feet wide. This work will take 2 days to complete. Yielding subgrade shall be addressed by proof rolling with loaded truck to determine areas for repair. Pricing for the repair of yielding subgrade can be provided at that time.

- Notes: 1) The above price does not include the following items:
- Prime
  - Soils Testing

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

"See Above"

dollars (\$ \_\_\_\_\_)

Payment shall be in full cash 5 days after completion of work. Contractor agrees to pay for all taxes, including the payable 10% sales tax on material. Contractor agrees to pay 1.5% per month interest (18% annually) on all amounts due over 30 days. A check of cash or money order is required for the amount of the proposal. A number of bids prepared by the contractor is required. A check of cash or money order is required for the amount of the proposal. A number of bids prepared by the contractor is required.

All work to be completed in a reasonable and workable time. Any alteration or delay of time shall be the responsibility of the contractor. The contractor shall be responsible for all taxes, including the payable 10% sales tax on material. Contractor agrees to pay 1.5% per month interest (18% annually) on all amounts due over 30 days. A check of cash or money order is required for the amount of the proposal. A number of bids prepared by the contractor is required. A check of cash or money order is required for the amount of the proposal. A number of bids prepared by the contractor is required.

NOTE: This proposal may be withdrawn by an irrevocable check \_\_\_\_\_ 15 days

Accepted  
signature:

  
Philip Crocker

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. The undersigned hereby personally guarantees payment when due of all indebtedness now due or which may hereafter become due by customer to King Asphalt, Inc. The undersigned reflects the signature of all owner(s), partner(s), or their authorized agent(s).

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of titled owner of real estate if other than above \_\_\_\_\_

## OCONEE COUNTY SOLID WASTE

Mailing Address:  
P.O. Box 1766  
Seneca, SC 29679-1766



15028 Wally Highway  
Seneca, S.C. 29678

Phone: (864) 888-1440  
Fax: (864) 888-1444

TO: Opal Green  
COMPANY:  
PHONE:  
FAX:

FROM: Melissa Grant, Director  
COMPANY: Oconee County Solid Waste  
PHONE: 1-864-888-1440  
FAX: 1-864-888-1444

DATE: 8/4/03  
PAGES:

## COMMENTS:

Opal - I'm sorry I couldn't email you this. My email is down. I'm sorry I cannot come tomorrow night, but Phyllis & Marianne know about the methane issues. I plan on attending the next Council meeting, but I don't think these items can wait. Also, I need clarification whether we are to charge all haulers \$38.50/ton, even if they are bringing residential waste. It's my understanding we should. I'm sending a copy of the legal notice.

Oconee County Solid Waste Department  
P.O. Box 1738  
Seneca, SC 29079

Oconee County

# Memo

**To:** Oconee County Council  
**From:** Melissa Grant, Solid Waste Director  
**CC:** Harry Hamilton, Interim Supervisor; Phyllis Lombard, Finance Director; Marianne Difardi, Procurement Director  
**Date:** August 4, 2003  
**Re:** Methane Testing at Seneca Landfill

In closing out the books from FY03 and beginning purchases for FY04, we have determined that there are several needs that should be brought before County Council. It will be helpful to distinguish here between routine monitoring of groundwater and methane, and methane testing. My request at this time is that you allow us to renew our testing purchase orders with Goldie to continue testing Oscar Raines' property and maintaining the flare system at the Seneca Landfill. In addition, we will need to issue a change order to the Oscar Raines' purchase order to pay for May's and June's bills.

With Finance's agreement, we can either take these services out of our infrastructure account (726) since this must be done as a part of post-closure maintenance at the landfill, or we can utilize Testing Wells funds in our regular budget (718). However, please note that \$16,500 of the \$35,000 budgeted in this line item is for routine monitoring. Goldie has given a range for monthly visits, since we cannot anticipate when repairs will be needed. The high end of their range far exceeds our regular budget.

The following services are needed:

\$521 May and June Bills for Oscar Raines' Testing

The last purchase order for testing on Oscar Raines' property was issued in November 2001. In FY03, we were billed for May 2002's work, and we had a couple of bills above \$300. Bills are higher during dry weather when we can test more, and in May 2003, Mr. Norton requested that we test the Solid Waste Facility and Davco Building property to verify methane was not migrating in that direction. We still had \$2,900 after 12 months (November 2002). We thought we could complete two years of testing on the same purchase order, and almost did. Had we issued a



purchase order in FY03, we would not have exceeded our budget. I therefore, recommend that a change order be issued in the amount of \$521, to cover the last two FY03 bills.

\$400 - \$600 / month

Testing at Oscar Raines' Property

(See Goldie's letter.)

Historically, our bills for Oscar Raines' testing have been around \$300 / month. Therefore, I would recommend issuing a change order of \$4,800 to our current purchase order (Goldie's low end estimate). We hope that we will be able to start pumping the water from the wells in the near future, and this may eliminate the need to continue testing, if it corrects the methane migration problem.

\$1,500 - \$3,000 / month

Methane Flare Maintenance

(See Goldie's letter.)

For the past 6 months, our purchase order has allowed us to spend an average of \$2,000 / month. I would recommend issuing a change order for this same amount per month, or \$24,000. The flare system has had numerous technical difficulties that cannot be anticipated.

It would be preferable if the first change order could be issued from FY03 funds, as we had \$23,600 remaining at the end of the year (we had an old p.o. which allowed us to pay for half of Goldie's flare maintenance services).

If both of the remaining change orders are issued out of the FY04 Testing Wells account, we will exceed our budget by \$10,300. Only \$13,500 is available for use in the Testing Wells budget.

Thank you for your consideration of these matters.

P. P. 4/12/03

# GOLDIE & ASSOCIATES

engineering, environmental  
and laboratory services

RECEIVED

JUL 12 1993

□ 270 W. North Second St., Greenville, SC 29679  
(803) 582-7199 • Fax (803) 582-0953

□ 111 E. Anderson Ave., Anderson, SC 29625  
(252) 606-3329

□ 1872 Lee Church Rd., Marietta, GA 30067  
(706) 841-0748

Ms. Melissa Grant  
Coche County Solid Waste  
P.O. Box 1766  
Seneca, SC 29679

July 28, 1993

Re: Oscar Raines Methane Testing  
Goldie & Associates Project # 211134

Dear Ms. Grant:

With regard to the Oscar Raines Methane evaluation, it is our recommendation that we continue to monitor Mr. Raines' property for methane.

We are currently billing the County on an hourly rate basis. We typically sample once a week (unless weather or other circumstances prohibit our sampling activities). Typical monthly costs range between \$400 and \$700 per month. Anticipated activities are as follows:

- Weekly monitoring of Oscar's Property.
- Routine calibrating of Oscar's Methane Alarm (as needed & quarterly).
- Generate and submit monthly reports.

Please be aware that if unforeseen expenses such as equipment failure (causing the methane alarm or monitoring) or if methane is detected within a structure and a tighter monitoring schedule is required, then additional services and fees may be necessary.

If you have any question or need any further information, please give me a call.

Sincerely,

Goldie & Associates



Alan Dyer, P.E.  
Consulting Group Manager

# GOLDIE & ASSOCIATES

engineering, environmental  
and laboratory services

RECEIVED

JUL 31 2003

3000 W. North Second St., Sumner, SC 29154  
(804) 452-2121 • Fax (804) 452-4871

211 B Anderson Ave., Anderson, SC 29626  
(804) 745-1679

1672 Zion Church Rd., Hartsville, GA 30629  
(706) 344-0743

Ms. Melissa Grant  
Oconee County Solid Waste  
P.O. Box 1766  
Sumner, SC 29154

July 28, 2003

Re: Methane Flare Maintenance  
Goldie & Associates Project #12-09-10

Dear Ms. Grant,

With regards to the Methane Flare Maintenance, it is my recommendation that we continue to monitor and maintain the system.

We are currently billing the County on an hourly rate basis. Typical monthly costs range between \$1,500 and \$1,000 per month. Anticipated activities are as follows:

- Bi-Monthly walking of the wells and monitoring of the landfill gas
- Monthly Maintenance of the flare
- Quarterly Maintenance of the flare
- Maintain maintenance records and well records
- Troubleshoot problems when flare system is not operating
- Make repairs as necessary

Please be aware that if unforeseen expenses occur such as equipment failure, that additional services and fees may be necessary.

If you have any question or need any further information, please give me a call.

Sincerely,

Goldie & Associates



Alan Pope, P.E.  
Consulting Group Manager

## OCONEE COUNTY SOLID WASTE

Mailing Address:  
P.O. Box 1766  
Seneca, SC 29679-1766



15028 Wells Highway  
Seneca, S.C. 29678

Phone: (864) 880-1440  
Fax: (864) 262-1444

### LEGAL NOTICE

#### NOTICE OF NEW RATE SCHEDULE

The Oconee County Solid Waste Department hereby gives notice that everyone except private individuals and the cities within the County will be required to pay to dispose of refuse at the Oconee County Transfer Station & Landfill.

Listed below is the tipping fee rate schedule that will be charged effective August 1, 2003.

Individual resident & Cities	Free
Commercial waste (contractors, haulers, businesses)	\$38.50 / ton
Construction waste collected by haulers (includes land clearing debris)	\$25.00 / ton
<i>All haulers including the cities must purchase a decal and license. Decals can be purchased at the Solid Waste Office on Wells Highway at a cost of \$5 each. Residential licenses are \$40. Industrial licenses are \$100.</i>	
Special handling waste (any waste disposed of that must be approved by DHEC and requires special handling)	\$56.00 / ton
Mulch customers	\$10.50 / scoop or pick-up load (includes tax)

The above rate schedule was adopted by Oconee County Council. If you have any questions concerning this matter, please contact the Solid Waste Office at 888-1440.

**New Hours of Operation:** The Oconee County C&D Landfill will also be changing its hours of operation. As of July 1, 2003, the Landfill will be open from 8am - 4pm Monday - Saturday. The Solid Waste Transfer Station / Recycling Center will continue to operate from 8am - 4:00pm Monday - Friday. The Office will remain open until 4:30pm. Mulch is sold at this facility Wednesday - Friday 9am - 12pm and 1pm - 3pm. All convenience centers are open Monday - Saturday 7am - 7pm.